

## DIGITAL PHONORECORD DELIVERY LICENSE AGREEMENT

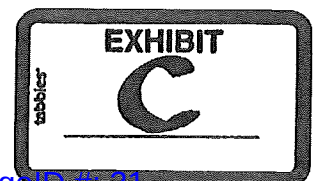
Date: 08/28/14  
License #: 140828

**LICENSOR:**  
Songs of Skydancer Music  
P.O. Box 1347  
Brewton, AL 36427

**LICENSEE:**  
Skydancer Entertainment, LLC  
576 Osborne Lane  
Murfreesboro, TN 37130

**Title:** "Me And Conway"  
**Composer(s):** Jeff Bates, Kenny Beard and Michael Ray  
**Publisher(s):** Songs of Skydancer Music/BMI  
Beardsongs/ ASCAP  
Songs4Pennie/BMI  
**Controlling Interest:** 33.33%  
**Record Label:** Skydancer Entertainment, LLC  
**Project Title:** Me And Conway  
**Artist:** Jeff Bates  
**Release Date:** October 10, 2014  
**Timing:** 02:49  
**Product Number:** 861050000101  
**ISRC Code:** QM-HC5-14-00001  
**Configuration:** Digital Phonorecord Delivery (DPD)  
**Rate:** Statutory Rate

1. When signed by both parties in the spaces indicated below, this will constitute an agreement with respect to a grant by LICENSOR, to you of a nonexclusive license for the manufacture and distribution of digital phonorecord deliveries ("DPDs"), as defined in Section 115 of the Copyright Act, of the following musical composition (the "Composition"). You hereby agree to comply with the applicable provisions of the Copyright Laws of the United States (17 U.S.C. Section 101 et. Seq.), unless otherwise modified herein. You will identify the Composition as shown herein on all DPDs distributed hereunder in any graphics and imagery displayed in connection with playback of such DPDs.
2. You are hereby granted the nonexclusive right and license during the term of the United States Copyright in the Composition to make and distribute DPDs embodying the Composition only on the product identified herein.
3. In consideration of the rights herein granted, you agree to pay to LICENSOR for their portion of this song only the Royalty Rate defined herein for each use of the Composition on each DPD embodying said composition made and distributed by you or under your authority.
4. This agreement covers and is limited to the particular phonorecord identified herein as performed by the artist identified herein, and this license does not supersede nor in any way affect any prior agreements now in effect respecting phonorecords of the Composition licensed herein. This license is limited to the manufacture and distribution of DPDs, and the making of a copy of a sound recording of the Composition on a computer file server located in the United States, its territories or possessions, solely for the purpose of distributing such DPDs. The authority hereunder does not extend to DPDs where the reproduction and



distribution of a phonorecord or the Composition is incidental to the transmission which constitutes the DPD.

5. In connection with your exercise of the right and license granted herein, you shall have the right to make a musical arrangement of the Composition to the extent necessary to conform it to the style or manner of interpretation of the performance involved, however, that any such arrangement shall not change the basic melody or the fundamental character of the Composition. You hereby transfer and assign to Publisher all rights, title, and interest in and to any such arrangement.
6. In the event that the compulsory license royalty rate set forth in the United States Copyright Law is adjusted, the royalty rate provided herein shall be automatically adjusted in the same ratio as the adjustment in the statutory license rate, and said adjusted royalty shall be paid by you with respect to each DPD distributed pursuant to this agreement on or after the effective date of the new compulsory license rate.
7. (a) If this license has been issued at a rate less than the statutory mechanical rate, and another publisher, whose composition is found on this phonorecord, is paid at a rate higher than the rate stipulated herein (proportional to percentage of ownership), such higher rate will automatically be considered the rate agreed to in this license.

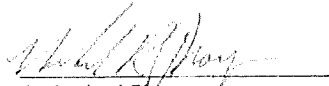
(b) If there is now, or during the term of this license, a difference between any of the provisions herein contained and the respective provisions of the Harry Fox mechanical license (for phonorecords and for Digital Distribution of Phonorecords), the controlling provisions of this agreement shall be that which is most favorable to LICENSOR. You warrant and represent that the terms of this license equal or exceed the highest compensation and most favorable terms granted to or for other musical compositions to be used by you with respect to uses similar to those provided herein. In the event that you pay any other person or entity greater compensation than provided herein, or grant such other person or entity more favorable terms of rights with regard to uses similar to this provided herein, including without limitation, accounting and audit rights, then you shall promptly afford LICENSOR such more favorable terms and pay such increased compensation on a retroactive basis.

8. You agree to render to LICENSOR a statement of all royalties earned during each calendar quarter and to remit therewith payment in the full amount of sums shown to be due to LICENSOR within forty-five (45) days following the end of such calendar quarter. In the event that you fail to account and pay royalties to LICENSOR and fail to remedy such default within thirty (30) days after written notice given to you by certified or registered mail, this agreement and all rights granted shall automatically terminate and such termination shall render either the making or distribution of phonorecords (whether DPD or not) for which the royalty has not been paid actionable as acts of infringement under the United States Copyright Law. In the event legal action becomes necessary for LICENSOR to collect royalties from you, you agree to bear all costs of collection and litigation expended by LICENSOR including all legal costs and reasonable attorney's fees.
9. The right herein granted is a non-exclusive license for the specific use described, and royalties payable herein shall not be subject to set-off, recoupment or cross-collateralization with regard to any other license, use or other agreements with any of the parties herein, including the rights or obligations with respect thereto. Further, you agree that should you fail to comply with your obligations as set forth in 17 U.S.C. Section 101 et. seq., except as expressly modified herein, or in any manner violate the terms of this Agreement or deviate from the scope of the rights herein, licensor shall have all rights and remedies provided the proprietor of a copyright against unauthorized use set forth in 17 U.S.C. Section 101 et. seq.
10. LICENSOR shall have the right to inspect and audit your books and records relating to the manufacture and/or distribution of the project identified herein and all the rights granted herein, which you warrant will be made available, at your office during regular business hours upon giving notice in writing at least thirty (30) working days prior to the desired date of such inspection and audit. Such audit shall occur not more than once per twelve (12) month period and not more than once for any quarterly statement. It is an express and essential condition of this agreement, and you hereby warrant and represent, that you shall maintain as

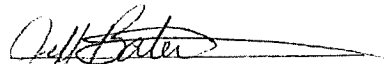
an absolute and permanent record, available to LICENSOR for examination, such data as well as accurately reflect, in identifiable detail, the date and quantities of all DPDs made by you in your business operations.

11. LICENSOR hereby warrants, represents and possesses full right and authority to grant the rights and license herein described with respect to their portion of the Composition only. Licensee warrants and represents that it is the rightful owner or lawful assignee of the owner of the master recordings to be made and distributed pursuant to this license.
12. This agreement shall be binding upon the heirs, legal representatives, successors, and assigns of each of the parties hereto. This license is valid only if LICENSOR receives a fully executed copy of this license from Licensee within thirty (30) days from the License Date listed herein. The rights granted herein may not be transferred or assigned by you to any other party without written permission from LICENSOR.
13. This license constitutes our entire agreement and cannot be modified except by written instrument signed by both parties. This license shall be construed and interpreted by the laws of the state of Tennessee applicable to agreements wholly to be performed therein.

Very Truly Yours,  
**Songs of Skydancer Music**  
(Licensor)

  
Authorized Signatory

**Skydancer Entertainment, LLC (Licensee)**

  
Authorized Signatory